



PHONE 605.996.6636

EMAIL Sales@DakotaPump.com

WEB DakotaPump.com

ADDRESS 25524 413th Ave, Mitchell, SD 57301

The following outlines the water operation contract between Deepwater LLC and Dakota Pump Inc. for the Dry Creek Estates Water System.

Section 1) Parties Involved

1. Tim Weber Dakota Pump Inc. 12065 Quaal RD Suite 99 Blackhawk, SD 57718
2. Tim holds certificates for Class 4 Water Treatment State of SD and Class 4 Water Distribution State of SD
3. The system we will be working on for this contract is Dry Creek Estates PO BOX 9002 Rapid City, SD 57709 that is owned by Deep Water LLC.

Section 2) Description of the System

The Dry Creek Estates Water System located just north east of Rapid City SD. and currently has 74 service connections. The source for the system is ground water that is produced from one well. The treatment present on the system is chlorination. The water is then boosted to an above ground storage tank and distributed to the rest of the system.

Section 3) Purpose of the Contract

Dry Creek Estates is currently in need of a system operator that has a qualified certification. Dry creek estates needs sampling, testing, and reporting. They have also indicated they want people who can help maintain and plan upgrades to their system.

Section 4) Duties of the Contract Operator

Dakota Pump Inc. will collect and submit all water system samples that are required for the year. For this year that means Dakota Pump Inc. will from May moving forward take all the samples for BCT, Lead and Copper, THM, VOC, Nitrate, and SOC that are required. We will take samples and deliver them to the lab. Deepwater LLC will be required to make payment to the lab for required testing. Dakota Pump Inc will order chemical from Hawkins as needed. Invoices for the chemical will be sent to and paid for by Deepwater LLC. Dakota Pump Inc will take Chlorine residual measurements and help to adjust distribution to maintain a level of at least .3mg/l in all areas of the system. We will be doing weekly onsite visits of the well/booster house and chem feed system. The goal is to help maintain efficient systems operation. Upgrades and improvements will be agreed to in separate quotes outside of this contract based on specific needs at that time. Anything outside of taking samples, testing, and weekly onsite visits will be addressed at the rates shown in Section 5 of this document. Dakota Pump Inc will maintain an employee with a valid operator's certificate while this contract is in effect. Dakota Pump Inc will take responsibility for operations and testing of the water system. A maintenance schedule and budget will be developed along with Deepwater LLC. Dakota Pump Inc. will not be responsible for anything beyond the curb box.

Section 5) Payment Amount

A monthly fee of \$500 dollars plus tax will be billed for sampling and weekly visits. Anything outside the sampling, testing, and normal weekly visits will be billed at an hourly rate of \$135 per hour per man plus equipment and materials. The 135 per hour is for normal business hours that are 8am to 5pm Monday



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through Friday. Anything outside that time frame will be billed at \$190 per hour per man. Jobs or system upgrades that can be planned will be quoted and agreed to prior to work starting. Dakota Pump will send an invoice for the first three month of this contract for \$1,500 to get sampling and site visits started. Other items to be billed on a cases by cases basis at rates listed above plus taxes.

Section 6) Dates

The billing rates of the contract as laid out above will be good for three months. During this time either party may walk away or cancel at any time for any reason. The contract is good for three months starting in June of 2019 for freezing rates as listed above for the taking of samples and sites visits once a week as well as hourly rates for other projects. At the end of the three months a new contract can be negotiated by both sides or this may be extended if both parties are comfortable.

Section 7) Signatures

Gerald McFarland

Deepwater LLC

Dry Creek Estates

PO Box 9002

Rapid City, SD 57709

Will Lind

Dakota Pump Inc

12065 Quaal RD Suite 99

Blackhawk, SD 57718

**CONTRACT FOR
WATER SYSTEM OPERATIONS AND TREATMENT
FOR
BOULDER CANYON COUNTRY CLUB
EPA No. 0534**

SYSTEM DESCRIPTION

Boulder Canyon Country Club is a Non-Community Water System servicing its club facility. The facility operates a small restaurant and club house with an estimated population of 150 people. One shallow groundwater well serves the system which includes chlorination and a pressure tank.

CERTIFICATIONS AND WATER SYSTEM EXPERIENCE

CERTIFIED OPERATOR: Michael Riker
8545 Kings Court
Rapid City, SD 57702

CERTIFICATES HELD: Class 3 Water Treatment Operator
Class 3 Water Distribution Operator
Operator ID No. 1900

CURRENT WATER SYSTEMS OPERATED:

Colonial Pine Hills Sanitary District
EPA ID No. 0263
8251 Dunsmore Road
Rapid City, SD 57702

South Canton Country Estates
EPA ID No. 0627
1520 Kings Road
Rapid City, SD 57702

West Nike Water System
EPA ID No. 2260
14244 West Nike Loop
Rapid City, SD 57701

ANTICIPATED DUTIES OF CONTRACT OPERATOR:

1. Collect and submit all water system samples.
2. Answer customer complaints on water quality/quantity issues.
3. Take chlorine residual measurements and maintain chlorine level of at least 0.3 mg/l in all areas of the distribution system.
4. Be on site for all Environmental Protection Agency (EPA) and Department of Environment and Natural Resources (DENR) inspections.
5. Keep operational, maintenance and administrative records of all water system activities.
6. Maintain efficient system operation and maintenance (on-going and preventative).
7. Analyze operational data to determine changes and improvements for more efficient operation.
8. Be available for emergency situations.
9. Shall be on site at least once per week.
10. Shall maintain a valid operator certificate while employed, certification courses and renewal for valid license and continuing education will be at my cost.

ADDITIONAL SERVICES:

The following services are not included in the basic services payment schedule and will be completed at the additional hourly rate fee. These services can be coordinated with the Country Club.

1. Water line leak repairs.
2. Equipment and services for testing, chemicals, lab equipment or related system costs.

COMPENSATION:

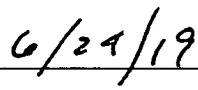
Payment will be made twice per season. One pre-season payment of \$375.00 and one at end of season for \$375.00 or \$750.00 total plus applicable taxes. Payment for approved additional services will be at an hourly rate of \$25.00 hour.

DATES:


This contract is effective March 15, 2019 and will continue until October 31, 2019. New contract can be negotiated the following year if acceptable to all parties.




Michael Riker, Certified Operator



Date



Boulder Canyon Country Club



Date

Farmers Supply LLC
2401 Bridge View DR
Rapid City, SD 57701
605-342-0800
605-718-8702

July 24, 2019

This is a contract between the parties of Farmers Supply LLC and Elk Creek Valley View water system, described as EPA ID# 2363 well with reservoir.

The purpose of this contract is to comply with the Certification Law by contracting with an operator that is not a direct employee of the system. This contract is necessary to fulfill the need for a certified water operator for the site.

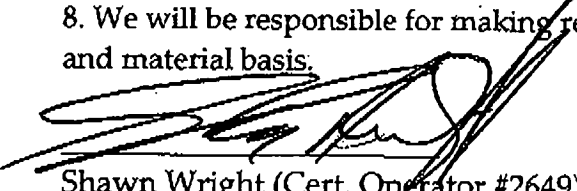
The following is a list of obligations that will be met by the certified operator:

1. Visit the water system on-site on a weekly basis. August 1, 2019 – August 1, 2020
2. Keep a residual of 0.3 to 0.6 mg/l of chlorine.
3. Be in direct charge of treatment and maintenance of the water system that includes one well with Liquid Injection Chlorinator and one 5000 gal reservoir.
4. Assist in completing all tests to comply with the state and DENR requirements.
5. All required repairs would be performed on a time and material basis.
6. All new system sampling will be charged out on a hourly basis.

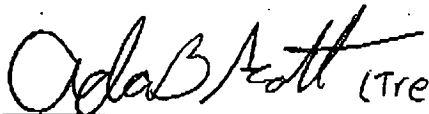
The parties agree that for the above listed routine services an amount of \$400.00 per month will be paid monthly for the month commencing August 1, 2019 through August 1, 2020. This contract is a binding contract to commence on August 1, 2019 through August 1, 2020.

7. This contract does not include the installation of sampling sites in system.

8. We will be responsible for making repairs listed on sanitary site survey at time and material basis.


Shawn Wright (Cert. Operator #2649)
Farmers Supply LLC Inc.

7/31/19 Date

 (Treasurer, ELCVVHA)

Water System Representative
Elk Creek Valley View HOA

7-31-2019 Date

6/10/2019

004 0884 0428
Prairie Acres, Prairie Acres North, Prairie Acres South
2348 Carter Drive
Rapid City, SD 57702
Ted Pettyjohn
tedp@rapidnet.com

Subject: Contract for Services
Interim Water System Operator

Dear Ted Pettyjohn:

Mr. Brandon Powles of Piedmont Construction Inc. is pleased to provide this proposal to provide interim contract water system operator services at Prairie Acres, Prairie Acres North and Prairie Acres South water systems. Review of the available information indicates that water for the three separate systems are being supplied from 3 primary wells. Chlorination systems are currently in operation at the existing well houses to maintain an approximate 1.0 part per million free chlorine residuals.

TASK SUMMARY

We have assumed the following in preparation of the task and cost summary:

- Electrical costs, treatment chemical costs and laboratory testing costs are not included in our estimate.
- Services and fees for wastewater management are not included in our estimate
- System equipment will be reasonably accessible to Piedmont Construction personnel at all times. Access will be provided to all locked gates, well pits, equipment enclosures etc.

Based on the above information and information provided by you, we propose to provide the following services.

SYSTEM OPERATION SERVICES

- Visit the site on a weekly basis (minimum of four times per

monthly or as needed to inspect and/or adjust well pumps, chlorine levels, chlorination system operation and automatic controls.

- Provide timely water sampling and testing as necessary to comply with the state and federal regulations.
- Maintain sampling and testing records as necessary to comply with state and federal regulations.
- Interface with South Dakota DENR personnel during inspections and as needed throughout the year on issues pertaining to water testing and system operation.
- Maintain appropriate state certifications as necessary to comply with state and federal regulations.
- Maintain direct responsibility of the water system treatment and distribution system operations and maintenance.

Based on the information provided, we anticipate costs of \$600.00 per month or \$200.00 per system to provide the services referenced above.

Items not included in the above cost estimate include laboratory testing costs, water treatment chemical costs and other non-routine time and optional services. Non-routine time and optional services will be provided only upon request by you or your representative(s) at a rate of \$65.00 per hour during normal business hours. Normal business hours are Monday – Friday from 8:00 am to 5:00 pm. All holidays and non-business hours will be billed at \$130.00 per hour.

Please be advised that Piedmont Construction Inc. reserves the right to revise the estimated costs presented above on an annual basis.

Piedmont Construction is fully certified, licensed and insured. Certificates of insurance, copies of business licenses, certifications and references are available upon request.

Please note that contract review and approval are required by the DENR. Should you chose to accept this proposal please indicate your acceptance by signing, dating and returning one copy of this proposal to us. The second copy is for your records. Upon receipt of the executed proposal we will forward copies to the DENR for their review.

This contract, if initiated, can be terminated for cause or

convenience by either party with 30 days written notice. In the event of termination, Piedmont Construction Inc will be entitled to invoice Prairie Acres/Prairie Acres North and Prairie Acres South for services performed through the effective date of termination.

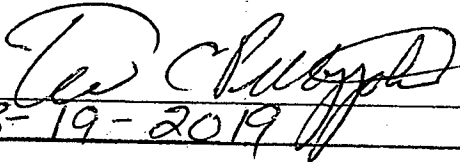
Thank you for your consideration on this project. If you have any questions or need additional information, please don't hesitate to contact Brandon Powles at 605-431-2678.

Respectfully,

Brandon Powles
Piedmont Construction
PO Box 9141
Rapid City, SD 57709
605-431-2678

PROPOSAL ACCEPTANCE

Signature



Date

8-19-2019

Typed/Printed Name

Ted Pettyjohn

Company

Prairie Acres LLC